

EXHIBIT D

\$3,072,000 for the World Series loser, the amount to be distributed to such loser shall be increased to \$3,072,000.

(2) To the extent, if any, that the Players' pool provides a total of less than \$3,072,000 for both League Championship Series losers (\$1,536,000 each), the amount to be distributed to such losers shall be increased to \$3,072,000 (\$1,536,000 each).

(3) To the extent, if any, that the Players' pool provides a total of less than \$1,664,000 (\$416,000 each) for the Division Series losers, the total amount to be distributed to such Division Series losers shall be increased to \$1,664,000 (\$416,000 each).

(4) To the extent, if any, that the Players' pool provides a total of less than \$384,000 (\$192,000 each) for the Wild Card Losers, the total amount to be distributed to such Wild Card Losers shall be increased to \$384,000 (\$192,000 each).

(5) If, during the term of this Agreement, the Clubs raise World Series ticket prices, the guarantees set forth in the above paragraphs (1), (2), (3) and (4) shall be increased a pro rata amount, such amount established by averaging the percentage increase of a box seat ticket and the percentage increase of a reserved seat ticket and increasing each guarantee by such percentage.

ARTICLE XI—Grievance Procedure

For the purpose of providing an orderly and expeditious procedure for the handling and resolving of certain grievances and complaints, as hereinafter provided, the following shall apply as the exclusive remedy of the Parties.

A. Definitions

As used herein, the following terms shall have the meanings indicated:

(1) (a) "Grievance" shall mean a complaint which involves the existence or interpretation of, or compliance with, any agreement, or any provision of any agreement, between the Association and the Clubs or any of them, or between a Player and a Club, except that disputes relating to the following agreements between the Association and the Clubs shall not be subject to the Grievance Procedure set forth herein:

- (i) The Major League Baseball Players Benefit Plan;
- (ii) The Agreement Re Major League Baseball Players Benefit Plan;
- (iii) The Agreement regarding dues check-off.

Any procedures or remedies available to the Parties for the resolution of disputes arising under said agreements that were available as of their respective execution dates shall continue to be available and not be altered or abridged in any way as a result of this Basic Agreement between the Association and the Clubs.

(b) Notwithstanding the definition of “Grievance” set forth in subparagraph (a) above, “Grievance” shall not mean a complaint which involves action taken with respect to a Player or Players by the Commissioner involving the preservation of the integrity of, or the maintenance of public confidence in, the game of baseball. Within 30 days of the date of the action taken, such complaint shall be presented to the Commissioner who promptly shall conduct a hearing in accordance with the Rules of Procedure attached hereto as Appendix A. The Commissioner shall render a written decision as soon as practicable following the conclusion of such hearing. The Commissioner’s decision shall constitute full, final and complete disposition of such complaint, and shall have the same effect as a Grievance decision of the Arbitration Panel. In the event a matter filed as a Grievance in accordance with the procedure hereinafter provided in Section B gives rise to issues involving the integrity of, or public confidence in, the game of baseball, the Commissioner may, at any stage of its processing, order that the matter be withdrawn from such procedure and thereafter be processed in accordance with the procedure provided above in this subparagraph (b). The order of the Commissioner withdrawing such matter shall constitute a final determination of the procedure to be followed for the exclusive and complete disposition of such matter, and such order shall have the same effect as a Grievance decision of the Arbitration Panel. (See also Attachment 1.)

The Association may reopen this Agreement, with reference solely to Section A(1)(b) and Section C of this Article, upon the giving of 10 days’ written notice at any time, based upon

experience under the aforesaid Sections which, in its opinion, is unsatisfactory.

Any reopening notice served by the Association, in accordance with the foregoing, will be based only on actual experience with the operation of such Sections in the processing of grievances or complaints and such reopening cannot occur unless there is actual experience under such Sections.

Also, in the event that the incumbent Senior Vice President, Standards and On-Field Operations or the incumbent Executive Vice President, Administration leaves that Office, the Association may reopen this Agreement, with reference solely to Section C of this Article as it affects the role of the Senior Vice President, Standards and On-Field Operations or the Executive Vice President, Administration, upon the giving of 10 days' written notice.

(c) Notwithstanding the definition of "Grievance" set forth in subparagraph (a) above, "Grievance" shall not mean a complaint or dispute which involves the interpretation or application of, or compliance with the provisions of the first sentence of paragraph 3(c) of the Uniform Player's Contract. However, nothing herein shall alter or abridge the rights of the Parties, or any of them, to resort to a court of law for the resolution of such complaint or dispute.

Anything in the Grievance Procedure provided for in the Basic Agreement to the contrary notwithstanding, complaints or disputes as to any rights of the Players or the Clubs with respect to the sale or proceeds of sale of radio or television broadcasting rights in any baseball games by any kind or method of transmission, dissemination or reception shall not be subject to said Grievance Procedure. However, nothing herein or in the Grievance Procedure shall alter or abridge the rights of the Parties, or any of them, to resort to a court of law for the resolution of such complaint or dispute.

The reference herein to the above types of complaints or disputes shall not be deemed to define exclusively the types of complaints or disputes which are not subject to said Grievance Procedure.

(2) “League” shall mean The American League of Professional Baseball Clubs or The National League of Professional Baseball Clubs.

(3) “Commissioner” shall mean the person holding the office of Commissioner of Baseball as defined in the Major League Constitution.

(4) “Player” or “Players” shall mean a Player or Players on the active roster of a Major League Club or on a disabled, restricted, disqualified, ineligible, suspended or military list of a Major League Club. The term “Player” shall also include a former Player or Players who have a grievance or complaint arising by reason of their former status as a Player as defined in the preceding sentence.

(5) “Club” or “Clubs” shall mean a Club or Clubs with membership in a League.

(6) “Association” shall mean the Major League Baseball Players Association.

(7) “Labor Relations Department” or “LRD” shall mean the Major League Baseball Labor Relations Department established by the Clubs, or any department of the Commissioner’s Office that assumes on behalf of the Commissioner the responsibilities formerly held by the Major League Baseball Player Relations Committee.

(8) “Grievant” shall mean a party who initiates or appeals a Grievance.

(9) “Arbitration Panel” shall mean the impartial arbitrator or, where either Party elects in advance of the opening of the hearing in a matter, a tripartite panel so empowered and composed of the impartial arbitrator and two party arbitrators, one appointed by the Association, the other appointed by the LRD. The impartial arbitrator, who shall in all instances be designated as the Panel Chair, shall be appointed by agreement of the Association and the LRD. In the event the Association and the LRD are unable to agree upon the appointment of the impartial arbitrator, they jointly shall request that the American Arbitration Association furnish them a list of prominent, professional arbitrators. Upon receipt of said list, they shall alternate in striking names from the list until only one remains.

The arbitrator whose name remains shall be deemed appointed as the impartial arbitrator.

At any time during the term of this Agreement either the Association or the LRD may terminate the appointment of the impartial arbitrator by serving written notice upon him and the other Party; provided that no such termination shall in any way impair the authority of the impartial arbitrator to render awards with respect to matters fully submitted to him. Within 30 days of any such termination, the Association and LRD shall either agree upon a successor impartial arbitrator or select a successor from an American Arbitration Association list, as set forth above.

Decisions of the Arbitration Panel shall be made by the impartial arbitrator or, where the panel is tripartite, by majority vote.

(10) "Alternate Panel Chairs" shall mean the two impartial arbitrators appointed for cases that cannot be scheduled for hearing by the Panel Chair within the time limit set forth in Paragraph B below. Selection and termination of the Alternate Panel Chairs shall be by the same procedures utilized for selection and termination of the Panel Chair.

B. Procedure

Step 1. Any Player who believes that he has a justifiable Grievance shall first discuss the matter with a representative of his Club designated to handle such matters, in an attempt to settle it. If the matter is not resolved as a result of such discussions, a written notice of the Grievance shall be presented to the Club's designated representative; provided, however, that for a Grievance to be considered beyond Step 1, such written notice shall be presented within (a) 45 days from the date of the occurrence upon which the Grievance is based, or (b) 45 days from the date on which the facts of the matter became known or reasonably should have become known to the Player, whichever is later. Within 10 days following receipt of such written notice (within 2 days if disciplinary suspension or a grievance involving Player safety and health), the Club's designated representative shall advise the Player in writing of his decision and shall furnish a copy to the Association. If the decision of the Club is not appealed further within 15 days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

Step 2. A Grievance, to be considered in Step 2, shall be appealed in writing by the Grievant or by the Association to a designated representative of the LRD within 15 days following receipt of the Club's written decision. Grievances which involve (a) more than one Club, or (b) a Player who is not under contract to a Club that is party to the Grievance, may be filed initially in Step 2, provided that written notice of the Grievance shall be presented to the designated representative of the LRD within (a) 30 days from the date of the occurrence upon which the Grievance is based, or (b) 30 days from the date on which the facts of the matter became known or reasonably should have become known to the Player, whichever is later. A Grievance appealed to or filed at Step 2 shall be discussed within 35 days thereafter (within 2 days if disciplinary suspension or a grievance involving Player safety and health) between representatives of the LRD and representatives of the Association in an attempt to settle it. If both Parties agree, the Player and Club principals will also participate in the Step 2 meeting. The Parties will attempt to exchange documents in advance of the Step 2 meeting but the meeting shall occur within 35 days even if documents have not been exchanged by that date. Within 10 days following such meeting (within 2 days if disciplinary suspension or a grievance involving Player safety and health), the designated representative of the LRD shall advise the Grievant in writing of his decision and shall furnish a copy to the Association. If the decision of the LRD representative is not appealed further within 15 days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

Arbitration. Within 15 days following receipt of the Step 2 decision, the Grievant or the Association may appeal the Grievance in writing to the Panel Chair for impartial arbitration. The Panel Chair shall set a time, date and place for hearing the appeal. The Panel Chair shall attempt to open the hearing within one-year from the filing of the Grievance (within 5 days of receipt of the notice of appeal if a disciplinary suspension or a grievance involving Player safety and health). If the Panel Chair cannot do so given previously scheduled hearings, the Panel Chair shall direct that the Grievance be assigned to an Alternate Panel Chair, unless one of the Parties objects. In response to an objection, the Panel Chair shall select Grievance(s) to be assigned to particular Alternate Panel Chair(s) so that hearings for all Grievances will open within one year of filing. A case heard by an Alternate Panel

Chair shall be conducted by a tripartite panel if either Party elects in advance of the opening of the hearing.

All hearings shall be conducted in accordance with the Rules of Procedure attached hereto as Appendix A. The Arbitration Panel shall render a written decision as soon as practicable following the conclusion of such hearing (within 5 days if disciplinary suspension or a grievance involving Player safety and health), and may affirm, modify or reverse the decision from which the appeal is taken. The decision of the Arbitration Panel shall constitute full, final and complete disposition of the Grievance appealed to it. A decision of an Alternate Panel Chair shall not constitute precedent of the Arbitration Panel, but shall have the same precedential effect as an arbitration decision rendered outside of this collective bargaining relationship.

With regard to the arbitration of Grievances, the Arbitration Panel shall have jurisdiction and authority only to determine the existence of or compliance with, or to interpret or apply agreements or provisions of agreements between the Association and the Clubs or any of them, or between individual Players and Clubs. The Arbitration Panel shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of such agreements. All costs of arbitration, including the fees and expenses of the impartial arbitrator, shall be borne equally by the parties, provided that each of the parties shall bear the cost of its own party arbitrator, witnesses, counsel and the like.

C. Special Procedure with Regard to Certain Disciplinary Action

Except as set forth in Article XII(E)(3)(c), complaints involving a fine or suspension imposed upon a Player by the Senior Vice President, Standards and On-Field Operations or the Commissioner for conduct on the playing field or in the ballpark shall be subject exclusively to this Section C as follows:

(1) (a) The Office of the Commissioner will provide the Players Association with any applicable Umpire's Incident Report contemporaneously with the Notice of Discipline. Any Player who believes that he has a justifiable complaint regarding such discipline may, within 7 days of his receipt of written notification of the discipline, appeal in writing to the Executive Vice President, Administration, if

the discipline was imposed by the Senior Vice President, Standards and On-Field Operations, or to the Commissioner, if the discipline was imposed by him, for a hearing.

(b) Upon receipt of the notice of appeal, the Executive Vice President, Administration or the Commissioner, as the case may be, shall designate a time and place for hearing the appeal, which hearing shall be commenced within 14 days from the date of receipt of the appeal. Unless the appeal involves an incident in which three or more players were suspended, all appeal hearings shall be held by videoconference, except that the Player may elect an in-person hearing in the following circumstances: (i) the Player is available for a hearing in New York during the 14-day period; or (ii) the Player is suspended in excess of five games (for a starting pitcher) or in excess of three games (for a position player or relief pitcher), in which case an in-person hearing shall be scheduled at a mutually agreeable location within the 14-day period.

(c) Hearings shall be conducted in accordance with the Rules of Procedure attached hereto as Appendix A. The Executive Vice President, Administration or the Commissioner, as the case may be, shall render a written decision as soon as practicable following the conclusion of such hearing, and may affirm, modify, or revoke the disciplinary action originally imposed. The decision by the Executive Vice President, Administration or the Commissioner, as the case may be, shall constitute full, final and complete disposition of the complaint and shall have the same effect as a Grievance decision of the Arbitration Panel.

(2) Notwithstanding the provisions of paragraph (1) above, if any such discipline imposed upon a Player by the Senior Vice President, Standards and On-Field Operations involves a fine in an amount which exceeds \$10,000 or a suspension exceeding 10 games, any complaint relating thereto shall be appealable from the decision of the Executive Vice President, Administration to the Commissioner for determination in the same manner and with the same effect as provided in paragraph 1(b) of Section A hereof.

D. Grievances Initiated or Appealed by a Club

Step 1. Any Club which believes it has a justifiable Grievance shall present a written notice of the Grievance to the Player with a copy to the Association; provided, however, that for a Grievance to be considered beyond Step 1, such written notice shall be presented within (a) 45 days from the date of the occurrence upon which the Grievance is based, or (b) 45 days from the date on which the facts of the matter became known or reasonably should have become known to the Club, whichever is later. Within 10 days following receipt of such written notice, the Player shall advise the Club in writing of his decision and shall furnish a copy to the LRD. If the decision of the Player is not appealed further within 15 days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

Step 2. A Grievance, to be considered in Step 2, shall be appealed in writing by the Club or the LRD to the Association within 15 days following receipt of the Player's written decision. Grievances which involve (a) more than one Club, (b) more than one Player, or (c) a Player who is not under contract to a Club which is party to the Grievance, may be filed initially in Step 2, provided that written notice of the Grievance shall be presented to the Association within (a) 30 days from the date of the occurrence upon which the Grievance is based, or (b) 30 days from the date on which the facts of the matter became known or reasonably should have become known to the Club, whichever is later. A Grievance appealed to or filed at Step 2 shall be discussed within 35 days thereafter between representatives of the LRD and representatives of the Association in an attempt to settle it. If both Parties agree, the Player and Club principals will also participate in the Step 2 meeting. The Parties will attempt to exchange documents in advance of the Step 2 meeting, but the meeting shall occur within 35 days even if documents have not been exchanged by that date. Within 10 days following such meeting, the Association shall advise the LRD in writing of its decision. If the decision of the Association is not appealed further within 15 days of its receipt, the Grievance shall be considered settled on the basis of that decision and shall not be eligible for further appeal.

Arbitration. Within 15 days following receipt of the Step 2 decision of the Association, the LRD may appeal the Grievance in writing to the

Panel Chair for impartial arbitration. The procedures to be followed in arbitration and the jurisdiction of the Arbitration Panel shall be as set forth in Section B above.

Nothing contained in this Section D shall be deemed to limit or impair the right of any Club to impose discipline upon a Player or Players or to take any other action not inconsistent with the Uniform Player's Contract or any agreement with the Association to which the Club is a Party. Any complaint or dispute which may be a subject for discipline shall not constitute a proper basis for a Club Grievance under this Section D.

E. Grievances Initiated or Appealed by the Association

(1) The Association may on its own motion appeal Grievances or complaints on behalf of a Player or Players as provided in this Grievance Procedure, except that the Association will not appeal a Grievance or complaint involving player discipline without the approval of the Player or Players concerned.

(2) The Association may on its own motion initiate Grievances or complaints on behalf of a Player or Players on all matters not involving player discipline. Nothing herein shall interfere with the right of a Player who initiates a disciplinary Grievance or complaint to be represented by the Association at any Step of the Grievance Procedure.

F. Miscellaneous

(1) Each of the time limits set forth herein may be extended by mutual agreement of the parties involved.

(2) If any Grievance is not processed in accordance with the prescribed time limits in any Step, unless an extension of time has been mutually agreed upon, either party, after notifying the other party of its intent in writing, may appeal to the next Step.

(3) Any decision which is appealable under this Grievance Procedure but which is not appealed within the time allowed or within any time mutually agreed upon by the parties shall constitute a full, final and complete disposition of the Grievance involved.

(4) In any discussion or hearing provided for in the Grievance Procedure, a Player may be accompanied by a representative of the

Association who may participate in such discussion or hearing and represent the Player. In any such discussion or hearing, any other party may be accompanied by a representative who may participate in such discussion or hearing and represent such party.

G. Survival Following Termination of Basic Agreement

Unless eliminated or modified following an impasse in bargaining, Article XI shall remain in full force and effect after termination of this Agreement; provided, however, that disputes arising after the termination of this Agreement related to the legality or validity of unilateral changes of terms and conditions of employment following an impasse in bargaining and any other self-help conduct of the Parties, including but not limited to, unilateral changes in nonmandatory subjects of bargaining, shall not be subject to Article XI.

ARTICLE XII—Discipline

A. Just Cause

The Parties recognize that a Player may be subjected to disciplinary action for just cause by his Club, the Senior Vice President, Standards and On-Field Operations or the Commissioner. Therefore, in Grievances regarding discipline, the issue to be resolved shall be whether there has been just cause for the penalty imposed.

If discipline imposed upon a Player is determined to be improper by reason of a final decision under this Grievance Procedure, the Player shall promptly be made whole.

The term “make whole” means:

- (1) if a fine is found to have been imposed improperly, the fine will be promptly repaid;
- (2) any salary loss as a result of an improper suspension will be promptly paid;
- (3) in the application of items (1) and (2) above, interest will also be paid at the rate per annum set forth in Article XV(L) below; and
- (4) crediting the Player with performance statistics for the purpose of determining whether a performance level contained in any

special covenant to his Uniform Player's Contract has been met. Such credit shall be determined by multiplying the Player's relevant average per game statistic while he was on a Club's Active List for the current championship season by the number of games for which the Arbitration Panel determines the Player was improperly suspended and adding that product to the Player's year-end total. Such credit shall not be awarded to a Player for such time that his suspension covers time the Player is on the Disabled List.

B. Conduct Detrimental or Prejudicial to Baseball

Players may be disciplined for just cause for conduct that is materially detrimental or materially prejudicial to the best interests of Baseball including, but not limited to, engaging in conduct in violation of federal, state or local law. The Commissioner and a Club shall not discipline a Player for the same act or conduct under this provision. In cases of this type, a Club may only discipline a Player, or take other adverse action against him, when the Commissioner defers the disciplinary decision to the Club.

C. Notice

Written notice of discipline of a Player (a fine, or suspension, or both) imposed by the Commissioner of Baseball, the Senior Vice President, Standards and On-Field Operations, or a Club (except for actions arising from participation in the Winter Leagues) and the reason therefore shall in every case be given to the Player and the Association.

With respect to discipline imposed upon a Player by the Senior Vice President, Standards and On-Field Operations or the Commissioner, the Commissioner shall immediately give to the Association notice by mail of fines, and notice by facsimile of suspensions and of appeals for hearings.

D. Discovery

A Player who is disciplined shall have the right to discover, in timely fashion, all documents and evidence adduced during any investigation of the charges involved.

E. Compliance

(1) Nothing contained in the Grievance Procedure shall excuse a Player from prompt compliance with any discipline imposed upon him.

(2) Club Fines. A fine imposed by a Club pursuant to Regulation 5 of the Uniform Player's Contract in excess of \$5,000 may not be deducted from the Player's salary until such fine is finally upheld in the Grievance Procedure or the time in which to file a Grievance has expired.

(3) Discipline Imposed by the Senior Vice President, Standards and On-Field Operations or Commissioner.

(a) A fine imposed by the Senior Vice President, Standards and On-Field Operations or the Commissioner in excess of \$5,000 may not be deducted from the Player's salary until such fine is finally upheld in the Grievance Procedure or the time in which to file a Grievance has expired.

(b) The Player's employing Club is authorized, at the request of the Senior Vice President, Standards and On-Field Operations, or the Commissioner in the case of a fine imposed by the Commissioner, to deduct the amount of the fine from the Player's salary and transmit such sum to the Commissioner once the fine may be deducted from the Player's salary.

(c) The Senior Vice President, Standards and On-Field Operations may choose to suspend a Player without pay for: (i) intentionally throwing a baseball, equipment or other object at a non-uniformed personnel with the intent of causing bodily harm; (ii) physically assaulting a fan or member of the media; (iii) physically assaulting an umpire in a manner that endangers his health or safety; and (iv) making public statements that question the integrity of the game, the umpires, the Commissioner and/or other Commissioner's Office personnel. Suspensions without pay for such conduct shall be appealable through the procedures of Article XI(B) in an expedited manner, and the suspensions shall be stayed pending the completion of those procedures.

F. Investigations

Except where circumstances require expeditious handling, the Player and the Association shall receive reasonable advance notice of any investigatory interview with a Player. Where circumstances requiring expeditious handling are present, the Player and the Association shall receive as much advance notice as is possible, but in no event shall the Association receive less notice than the Player. All parties recognize the right of the Player to be represented at such interview by the Association and counsel of his choice.

G. Major League Rules 15 and 16

The following time limit provisions set forth in Major League Rules 15 and 16 shall be inapplicable in disciplinary matters:

- (1) the prohibition in Rule 16(a) against reinstatement of a Player on the Restricted, Disqualified and Ineligible Lists in the period August 1 to October 31, inclusive;
- (2) the prohibition in Rules 15(c)(1) and 16(c) against application for reinstatement from the Ineligible List until after the lapse of one year from the date of placement on such list; and
- (3) the requirement of Rule 16(a) that the Player's Club shall be entitled to 30 days' written notice prior to his reinstatement from the Disqualified or Ineligible Lists, if application for such reinstatement is filed after February 1 of any year.

ARTICLE XIII—Safety and Health

A. Safety and Health Advisory Committee

(1) Safety and Health Advisory Committee

The Parties shall establish and maintain a bipartisan Safety and Health Advisory Committee which shall be comprised of an equal number of members representing the Association and representing the Clubs. The purpose of the Committee shall be

- (a) to deal with emergency safety and health problems as they arise, and attempt to find solutions, and